

**AGREEMENT NOT TO ENCUMBER
OR TRANSFER REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS:

As an inducement to **FIRST COMMERCIAL BANK A DIVISION OF SYNOVUS BANK**, a State Bank. (hereinafter called "Bank") to grant credit to **William Christenberry**. (hereinafter called the "Borrower") under Promissory Note(s) (hereinafter called the "Note(s)") payable to Bank; and in consideration thereof, the undersigned Borrower hereby AGREES that until said Note and any extension or renewal thereof shall have been paid in full, THAT related to the property located at **2202 Sun Valley Road, Harpersville, AL 35078:**

- (a) Borrower will pay all taxes, assessments, dues and charges of every kind imposed or levied, or which may be imposed or levied, upon their real property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent; and
- (b) Borrower will maintain and pay for insurance, all-risks coverages, in such amounts and for such coverages as Bank may require, with Bank named as additional loss payee, and Borrower will maintain and pay for liability insurance, with Bank named as additional insured;
- (c) Borrower will not, without the consent in writing of Bank first obtained,
 - 1. Create or permit any lien, any mortgage, or other encumbrance (other than presently existing liens) to exist on the following described real property, or
 - 2. Transfer, sell, hypothecate, mortgage, assign, or in any manner whatever dispose or grant a mortgage or security interest of or to the following described real property, situated in the County of **Shelby**, State of Alabama, to wit:

**A parcel of land being situated in the North ½ of the Northeast ¼ of
Section 3, Township 20 South, Range 2 East**

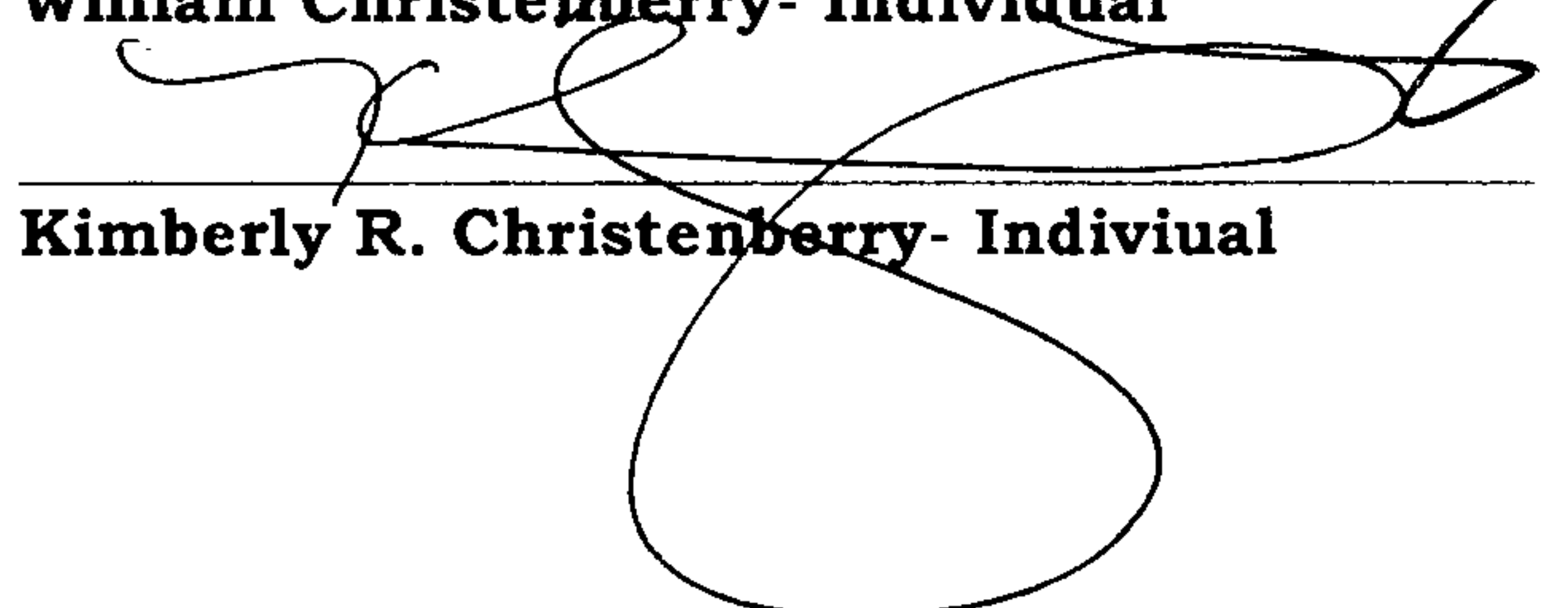
It is further AGREED and understood that if default be made in any of the terms hereof, or of any instrument executed by Borrower in connection herewith, or in the payment of any indebtedness or obligation of Borrower, now or hereafter owing to Bank, the Bank may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligations or indebtedness then remaining unpaid to the Bank, immediately due and payable.

It is further AGREED and understood that the Bank, in its discretion, is hereby authorized and permitted by Borrower to cause this instrument to be recorded at such time and in such places as Bank may, in its discretion, elect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 30th day of October, **2015**

20151105000385020 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
11/05/2015 10:35:40 AM FILED/CERT


William Christenberry- Individual


Kimberly R. Christenberry- Individual

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said County and State, hereby certify that **William and Kimberly R. Christenberry**, whose names are signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

Given under my hand and seal this **30th** day of **October, 2015**.

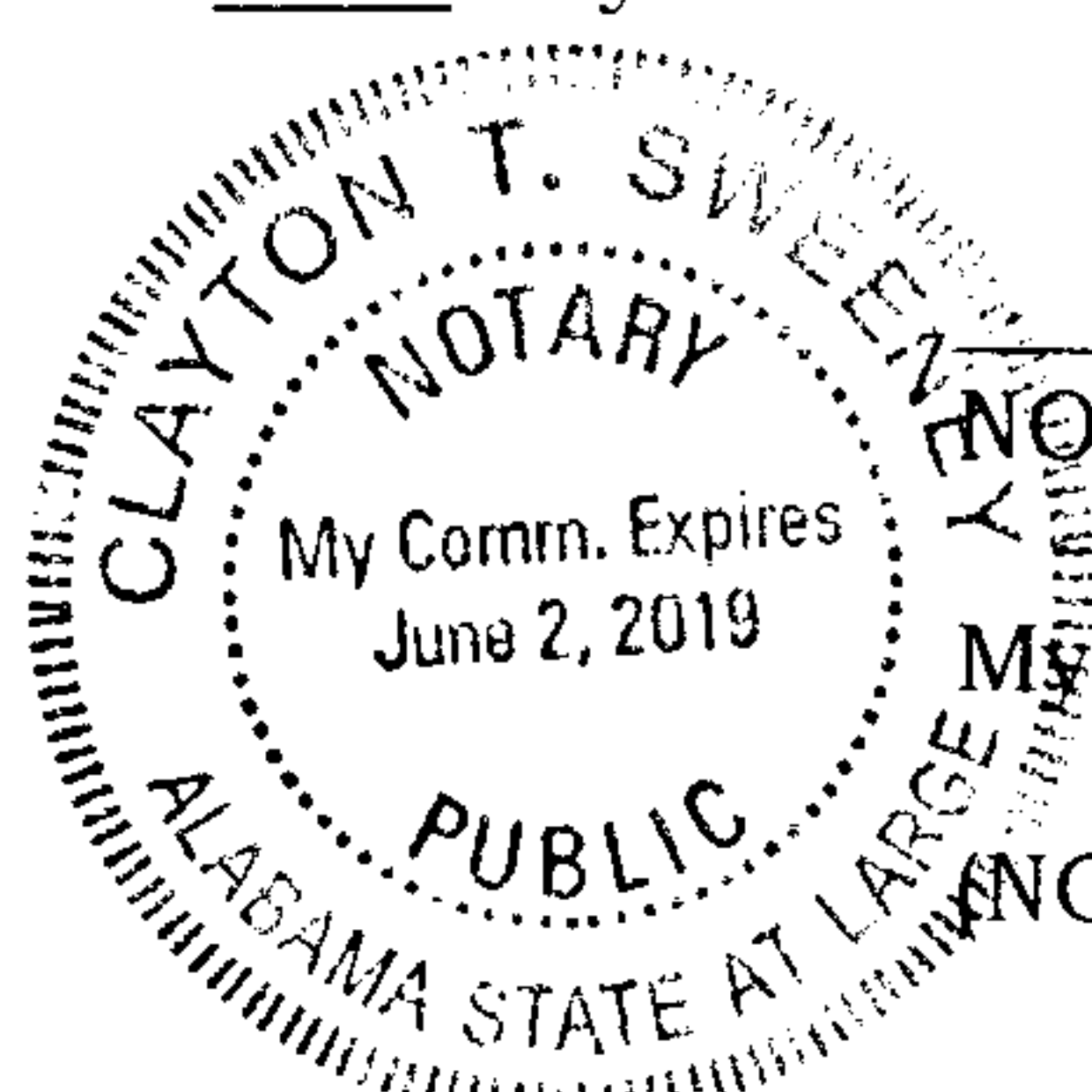

CLAYTON T. SWEET
NOTARY PUBLIC
My Comm. Expires June 2, 2019
Commission Expires 6-2-2019
(NOTARIAL SEAL)

EXHIBIT "A" - LEGAL DESCRIPTION

A PARCEL OF LAND BEING SITUATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT, SAID POINT BEING THE NORTHEAST CORNER OF THE SECTION 3, TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA AND THENCE NORTH 89°00'40" WEST (BEARING BASIS BEING THE NORTH TIE- LINE OF INSTRUMENT NO. 2005-44218) ALONG THE NORTH LINE OF SAID SECTION 3 FOR A DISTANCE OF 1763.27 FEET TO A 1/2" IRON PIN FOUND; THENCE SOUTH 24°23'52" EAST FOR A DISTANCE OF 229.24 FEET TO A 2" METAL PIPE FOUND; THENCE SOUTH 89°10'44" WEST FOR 377.65 FEET TO A 1/2" IRON PIN FOUND AND BEING ON THE EAST RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 79; THENCE SOUTH 28°53'49" EAST ALONG SAID ROAD RIGHT-OF-WAY FOR A DISTANCE OF 520.53 FEET TO A CAPPED REBAR STAMPED "CARR 00010 LS" SET; THENCE NORTH 86°01'46" EAST FOR A DISTANCE OF 289.29 FEET TO A 1/2" REBAR FOUND; THENCE SOUTH 02°03'52" WEST FOR A DISTANCE OF 206.31 FEET TO A CAPPED REBAR STAMPED "B. MARTIN 10559" FOUND; THENCE SOUTH 89°27'41" WEST FOR A DISTANCE OF 177.50 FEET TO A 5/8" REBAR FOUND AND BEING ON THE EAST RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 79; THENCE SOUTH 28°01'20" EAST ALONG SAID ROAD RIGHT-OF-WAY FOR A DISTANCE OF 264.88 FEET TO A CAPPED REBAR STAMPED "CARR 00010 LS" SET; THENCE NORTH 63°06'52" EAST FOR A DISTANCE OF 205.05 FEET TO A T-POST FOUND; THENCE SOUTH 28°00'36" EAST FOR A DISTANCE OF 398.59 FEET TO A CAPPED REBAR STAMPED "CARR 00010 LS" SET; THENCE SOUTH 89°32'06" EAST FOR A DISTANCE OF 1181.80 FEET ALONG AN EXISTING FENCE TO A 1" IRON PIN FOUND; THENCE NORTH 00°37'20" EAST FOR A DISTANCE OF 1329.97 FEET TO THE POINT OF BEGINNING.



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